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FILED
DISTRICT COURT OF GUAM
AUG 17 2006 *who*
MARY L.M. MORAN
CLERK OF COURT

8 IN THE UNITED STATES DISTRICT COURT
9 FOR THE DISTRICT OF GUAM

10 NOREEN J. NAPUTI,

11 Plaintiff,

12 vs.

13 UNITED STATES OF AMERICA,

14 Defendant.
15

CIVIL CASE NO. 05-00011

16 **STIPULATION FOR COMPROMISE SETTLEMENT AND RELEASE**
17 **OF FEDERAL TORT CLAIMS ACT CLAIMS PURSUANT TO 28 U.S.C. § 2677**
18

19 It is hereby stipulated by and between the undersigned plaintiffs (meaning any
20 person, other than the defendant, signing this agreement, whether or not a party to this
21 civil action) and the United States of America, by and through their respective attorneys,
22 as follows:

23 1. The parties do hereby agree to settle and compromise each and every claim
24 of any kind, whether known or unknown, arising directly or indirectly from the acts or
25 omissions that gave rise to the above-captioned action under the terms and conditions set
26 forth in this Settlement Agreement.

27 2. The United States of America agrees to pay the \$4,820.00, which sum
28 shall be in full settlement and satisfaction of any and all claims, demands, rights, and

1 causes of action of whatsoever kind and nature, arising from, and by reason of any and all
2 known and unknown, foreseen and unforeseen bodily and personal injuries, damage to
3 property and the consequences thereof, resulting, and to result, from the subject matter of
4 this settlement, including any claims for wrongful death, for which plaintiffs, or their
5 guardians, heirs, executors, administrators, or assigns, and each of them, now have or may
6 hereafter acquire against the United States of America, its agents, servants, and employees.

7 3. Plaintiffs and their guardians, heirs, executors, administrators or assigns
8 hereby agree to accept the sums set forth in this Stipulation of Compromise Settlement in
9 full settlement and satisfaction of any and all claims, demands, rights, and causes of action
10 of whatsoever kind and nature, including claims for wrongful death, arising from, and by
11 reason of any and all known and unknown, foreseen and unforeseen bodily and personal
12 injuries, damage to property and the consequences thereof which they may have or
13 hereafter acquire against the United States of America, its agents, servants and employees
14 on account of the same subject matter that gave rise to the above-caption, including any
15 future claim or lawsuit of any kind or type whatsoever, whether known or unknown, and
16 whether for compensatory or exemplary damages. Plaintiffs and their guardians, heirs,
17 executors, administrators or assigns further agree to reimburse, indemnify and hold
18 harmless the United States of America, its agents, servants, and employees from and
19 against any and all such causes of actions, claims, liens, rights, or subrogated or
20 contribution interests incident to or resulting from further litigation or the prosecution of
21 claims by plaintiffs or their guardians, heirs, executors, administrators or assigns against
22 any third party or against the United States, including claims for wrongful death.

23 4. This stipulation for compromise settlement is not, is in no way intended to
24 be, and should not be construed as, an admission of liability or fault on the part of the
25 United States, its agents, servants, or employees, and it is specifically denied that they are
26 liable to the plaintiffs. This settlement is entered into by all parties for the purpose of
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1 compromising disputed claims under the Federal Tort Claims Act and avoiding the
2 expenses and risks of further litigation.

3 5. It is also agreed, by and among the parties, that the respective parties will
4 each bear their own costs, fees, and expenses and that any attorney's fees owed by the
5 plaintiffs will be paid out of the settlement amount and not in addition thereto.

6 6. It is also understood by and among the parties that pursuant to Title 28,
7 United States Code, Section 2678, attorney's fees for services rendered in connection with
8 this action shall not exceed 25 per centum of the amount of the compromise settlement.

9 7. The persons signing this Settlement Agreement warrant and represent that
10 they possess full authority to bind the persons on whose behalf they are signing to the
11 terms of the settlement.

12 8. Payment of the settlement amount will be made by government wire transfer
13 as per the following:

- 14 A. Name of Bank: BANK OF HAWAII
- 15 B. Street Address of Bank: BOH Bldg., Marine Corps Drive
16 Hagatna, Guam 96910
- 17 C. City, State, and Zip Code of Bank: Hagatna, Guam 96910
- 18 D. Federal Reserve Number: 001082
- 19 E. Routing Number: 121301028
- 20 F. Name of Account: Mark Williams
- 21 G. Account Number: 0031403677

22 Plaintiffs' attorney agrees to distribute the settlement proceeds among the
23 plaintiffs', and to obtain a dismissal of the above-captioned action with prejudice, with
24 each party bearing its own fees, costs, and expenses.

25 9. The Parties agree that this Stipulation for Compromise Settlement and
26 Release, including all the terms and conditions of this compromise settlement and any
27 additional agreements relating thereto, may be made public in their entirety, and the
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1 plaintiffs expressly consent to such release and disclosure pursuant to 5 U.S.C. § 552a(b).

2 10. It is contemplated that this Stipulation may be executed in several counterparts,
3 with a separate signature page of each party. All such counterparts and signature pages,
4 together, shall be deemed to be one document.

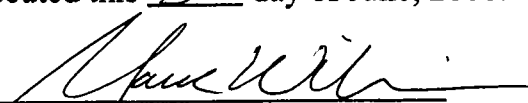
5 EXECUTED THIS 17th day of ^{August}~~June~~, 2006.

6
7 LEONARDO M. RAPADAS
8 United States Attorney
9 Districts of Guam and NMI


10 BY: 

11 MIKEL W. SCHWAB
12 Assistant U.S. Attorney
13 Attorney for Defendant

14 Executed this 3 day of ^{AUGUST}~~June~~, 2006.

15 
16 MARK WILLIAM
17 Attorney for Plaintiff

18
19 Executed this 7/23 day of ~~June~~^{July}, 2006.

20 
21 NOREEN J. NAPUTI
22 Plaintiff